



655 Fifteenth Street, NW, Suite 225
Washington, DC 20005

balljanik.com

t 202.638.3307
f 202.783.6947

RECORDATION NO. 22882-F FILED

AUG 30 '12 -12 46 PM

SURFACE TRANSPORTATION BOARD

August 30, 2012

Karl Morell
Of Counsel
kmorell@balljanik.com

E-FILED

Cynthia Brown
Chief, Section of Administration
Surface Transportation Board
Office of Proceedings
395 E Street, SW
Washington, DC 20423

Dear Ms. Brown:

Enclosed for e-filing is the document described below to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Instrument of Satisfaction and Release, a secondary document, dated as of August 28, 2012. The primary document to which the Release is connected is recorded under Recordation No. 22882. We request that this document be recorded under Recordation No. 22882-F.

The name and address of the party to the Partial Release of Security Agreement is:

Secured Party:

Bank of America, N.A.
550 W. Main Street
Suite 800
Knoxville, TN 37902

The Instrument of Satisfaction and Release releases all of the Bank's security interest in the Collateral as set forth in the Security Agreement.

G:\Morell\Liens\Lien Release-RioGrandePacific2012-2.doc



Cynthia Brown
October 30, 2012
Page 2

The fee of \$42.00 is enclosed. Please return one copy
to:

Karl Morell
Of Counsel
Ball Janik LLP
Suite 225
655 Fifteenth Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the
index follows: Full Release of Security Agreement by Bank of
America, N.A., 550 W. Main Street, Suite 800, Knoxville TN 37902.

Sincerely,

A handwritten signature in black ink that reads "Karl Morell". The signature is written in a cursive, flowing style.

Karl Morell

Enclosure

AUG 30 '12 -12 4 6 PM

SURFACE TRANSPORTATION BOARD

INSTRUMENT OF SATISFACTION AND RELEASE (the "INSTRUMENT"), dated as of August 28, 2012, by and between BANK OF AMERICA, N.A. ("Bank"), a national banking association, with a mailing address of 550 West Main Avenue, Suite 800, Knoxville, Tennessee 37902, and Gandy Dancer, Inc. ("Grantor").

WITNESSETH

WHEREAS, Bank has extended a line of credit in the amount of \$2,000,000 to Grantor pursuant to a Credit Agreement dated as of March 24, 2000, as amended by a Modification of Revolving Credit Facility Loan Documents dated as of July 31, 2002 (the "First modification"), a letter dated March 24, 2005, a letter dated June 24, 2005, a letter dated August 15, 2005 and a Second Modification of Revolving Credit Facility Loan Documents dated as of September 15, 2005 (the "Second Modification"), a letter dated August 24, 2007, a Third Modification of Revolving Credit Facility Loan Documents dated as of October 31, 2007 (the "Third Modification"), a Fourth Modification of Revolving Credit Facility Loan Documents dated as of October 31, 2010 (the "Fourth Modification"), a Fifth Modification of Revolving Credit Facility Loan Documents dated as of January 24, 2011 (the "Fifth Modification"), a Sixth Modification of Revolving Credit Facility Loan Documents dated as of April 25, 2011 (the "Sixth Modification"), a Seventh Modification of Revolving Credit Facility Loan Documents dated as of July 25, 2011 (the "Seventh Modification"), an Eighth Modification of Revolving Credit Facility Loan Documents dated as of August 25, 2011 (the "Eighth Modification") and a Ninth Modification of Revolving Credit Facility Loan Documents dated as of October 26, 2011 (the "Ninth Modification") (collectively, the "Credit Agreement"); and

WHEREAS, the Credit Agreement is secured by a pledge by Grantor of certain Collateral as set forth in that certain Security Agreement between Grantor and Bank dated as of March 24, 2000, as amended by the First Modification, the Second Modification, an Amendment No. 1 to Security Agreement dated as of September 15, 2005 ("Amendment No. 1"), the Third Modification and an Amendment No. 2 to Security Agreement dated as of October 31, 2007 ("Amendment No. 2") (collectively, the "Security Agreement"); and

WHEREAS, the Security Agreement was duly filed for recordation with the Surface Transportation Board pursuant to Section 11301 of Title 49 of the US Code on April 7, 2000 under recordation Number 22882, Amendment No. 1 was duly filed for recordation with the Surface Transportation Board pursuant to Section 11301 of title 49 of the US Code on November 29, 2005 and Amendment No. 2 was duly filed for recordation with the Surface Transportation Board pursuant to Section 11301 of Title 49 of the US Code on January 16, 2008; and

WHEREAS, Bank desires to execute this INSTRUMENT to evidence for the public record the satisfaction and release of all of its rights and obligations under the Security Agreement with the Collateral as set forth in the Security Agreement.

NOW, THEREFORE, in consideration of the premises:

BANK does hereby acknowledge and confirm for the public record the satisfaction and release of all of its rights and obligations arising under the Security Agreement with respect to

the Collateral as set forth in the Security Agreement. Bank does hereby acknowledge and agree that all of the monetary obligations of Grantor under the Security Agreement have been fully discharged and satisfied and Bank does hereby release its security interest in the Collateral as set forth in the Security Agreement.

IN WITNESS WHEREOF, Bank has executed or caused this INSTRUMENT to be executed as of the date first above written.

BANK OF AMERICA, N.A.

By: *John M. Hall*

Name: John M. Hall

Its: Senior Vice President

STATE OF TN)

COUNTY OF KNOX)

) ss.

On this 20th day of August, 2012, before me personally appeared JOHN M. HALL, to me personally know, who, being by me duly sworn, says that he is SENIOR VICE PRESIDENT of BANK OF AMERICA, N.A., and that he is duly authorized to sign the foregoing INSTRUMENT on behalf of BANK OF AMERICA, N. A. and he acknowledged that the execution of the foregoing INSTRUMENT was the free act and deed of BANK OF AMERICA, N.A.

Doris R. Phillips
Notary Public

My commission expires: OCTOBER 4, 2014

